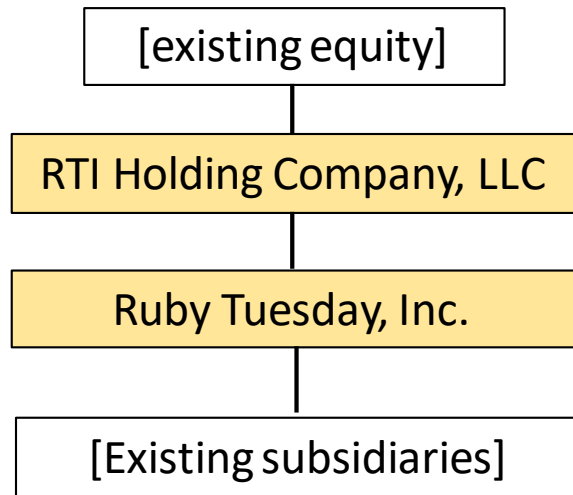


Exhibit 8

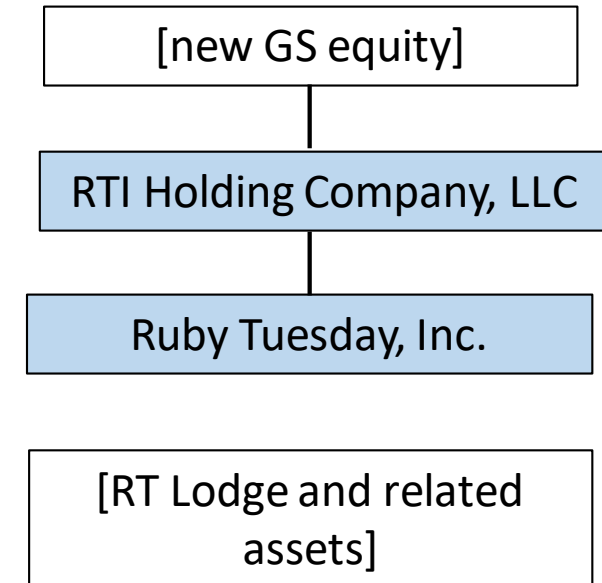
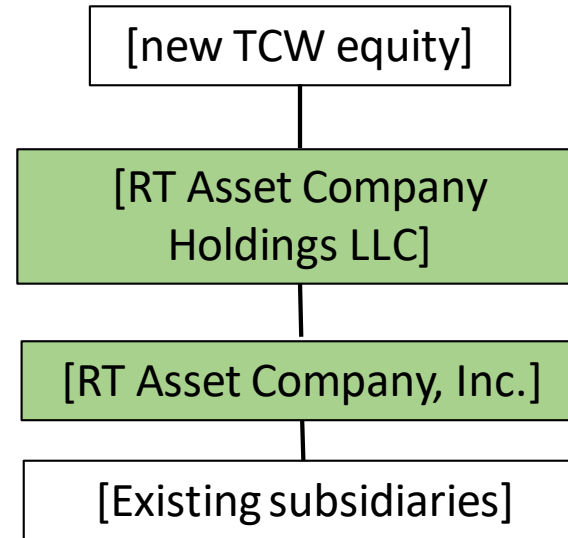
Designation and Allocation of Assets and Related Obligations
among the Reorganized Debtors and RT Lodge Company

Ruby Tuesday – Asset Allocation

Pre-Reorg Structure



Post-Reorg Structure



- Goldman Sachs Specialty Lending Group, L.P. (“GS”) will convert a portion of its outstanding prepetition secured debt into new equity in RTI Holding Company, LLC and its subsidiary Ruby Tuesday, Inc. RTI Holding Company, LLC and Ruby Tuesday, Inc. are defined as “RT Lodge Company” in the Plan.
- The Lodge and certain related assets (collectively, the “RT Lodge”) will remain at these entities.
- TCW will convert a portion of its outstanding debt into the equity of a newly formed holding company for the reorganized debtors, *other than* RTI Holding Company, LLC and Ruby Tuesday, Inc.
- All assets other than the RT Lodge will be transferred to RT Asset Company, LLC, at the direction of TCW and GS.

Appendix A

Notice Addresses

Transferors:

RTI Holding Company, LLC

1406 Wilkinson Pike

Maryville, TN 37803

Attention: Gary Doyle, General Manager

Email: gdoyle@rtlodge.com

Ruby Tuesday, Inc.

1406 Wilkinson Pike

Maryville, TN 37803

Attention: Gary Doyle, General Manager

gdoyle@rtlodge.com

in each case, with a copy to:

Cleary Gottlieb Steen & Hamilton LLP

One Liberty Plaza

New York, NY 10006

Attention: Sean O'Neal and Jane VanLare

Email: soneal@cgsh.com, jvanlare@cgsh.com

Transferee:

Ruby Tuesday Operations LLC

216 East Church Avenue

Maryville, TN 37804

Email: slederman@rubytuesday.com

in each case, with a copy to:

Paul Hastings LLP

515 South Flower Street, 25th Floor

Los Angeles, CA 90071

Attention: Justin Rawlins

E-mail: justinrawlins@paulhastings.com

Schedule A

DESCRIPTION OF RT LODGE

As used in the Plan,¹ the “**RT Lodge**” includes, without limitation, the following assets, wherever the same may be located:

- (a) that certain Amended and Restated Lease, having an effective date of February [___], 2021, as may be amended, supplemented, or modified from time to time (the “**Lease**”), between Ruby Tuesday, Inc. (“**RTI**”), as tenant, and Maryville College (the “**College**”), as landlord for the property commonly known as “RT Lodge” located at 1406 Wilkinson Pike, Maryville, TN 37803 (as more particularly described in the Lease, the “**Leased Premises**”) and improvements located thereon;
- (b) Executory Contracts and Unexpired Leases (other than the Lease) related to the business and operations at or primarily connected with the Leased Premises (the “**Business**”) to be identified by GS prior to the Effective Date, including, without limitation, the Executory Contracts and Unexpired Leases described on Exhibit A;
- (c) the furniture, fixtures and equipment physically located at the Leased Premises;
- (d) to the extent transferrable, existing permits and licenses to be identified by GS prior to the Effective Date, including, without limitation, the existing permits and licenses described on Exhibit B, and all historical records related to such permits and licenses;
- (e) all: (i) food and beverage inventory (beer and alcoholic beverages to be transferred pursuant to Tennessee state law through wholesalers after issuance of the beer permit and liquor license); (ii) supplies, glassware, plates and similar supplies; and (iii) all other supplies and inventory of all kinds, whether used, unused, or held in reserve storage for future use primarily in connection with the operation of the Business or the maintenance of the Leased Premises, on hand at the Leased Premises on the Effective Date;
- (f) all accounts receivable to the extent related to the Business on the Effective Date;
- (g) any and all bookings, contracts or other reservations (including, without limitation, any booking for which a written proposal has been made by or on behalf of RTI and accepted by the recipient thereof or for which a written proposal has been received and accepted by or on behalf of RTI, regardless of whether any deposit or other amount has been received with respect thereto, or not) for the future use of guest rooms recreational facilities, banquet facilities or meeting rooms or other facilities and services of the Leased Premises with respect to any period from and after the Effective Date, together with any rents and/or other considerations related thereto (collectively, the “**Bookings**”);
- (h) any and all cash or cash equivalent deposits for the Bookings including any such deposits which have been irrevocably forfeited by the depositing party as of the Effective Date and with respect to which RTI is no longer obligated to provide any goods or services;

¹ Capitalized terms used but not defined herein shall have the meanings set forth in the *Debtors’ Second Amended Chapter 11 Plan* (ECF No. 1093).

- (i) any and all estimated issued and outstanding gift cards, certificates, coupons, comp cards, promotional allowances, vouchers or other writings that entitle the holder or bearer thereof to a credit (whether in a specified dollar amount or for a specified item, e.g., a meal or a room) to be applied against the usual charge for goods or services;
- (j) all rights of RTI in and to the telephone numbers (including facsimile numbers) used by RTI solely to operate the Business, if allowed by the telephone company, excluding the telephone (and facsimile) numbers associated with Ruby Tuesday;
- (k) all rights of RTI in and to websites (including @RTlodge.com), mobile sites, social media sites and designations, or online or mobile platforms of RTI with respect to the Business or Leased Premises, excluding any of the same associated with Ruby Tuesday;
- (l) all rights of RTI in and to any marketing materials, advertising materials, promotional materials and any yellow page or similar directory listing used to operate the Business;
- (m) the name "RT Lodge" and a perpetual, royalty free, worldwide, irrevocable license to use the name Ruby Tuesday in connection with the Business or Leased Premises;
- (n) any cash actually on-hand in any cash registers located on the Leased Premises on the Effective Date;
- (o) any vehicles and trailers owned or leased by RTI or used to operate the Business or maintain the Leased Premises, including, without limitation, the vehicles and trailers described on Exhibit C;
- (p) any customer list related to the Business;
- (q) all books and records (including, without limitation, tax records and tax returns) relating to the Leased Premises and the Business or otherwise concerning the foregoing assets (including, without limitation, all tape disks, electronic files and related items containing any such information);
- (r) all goodwill and other general intangibles related to the Business; and
- (s) all other assets primarily used in the Business not described in the foregoing.